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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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NATIONAL UNION FIRE INSURANCE COMPANY :
OF PITTSBURGH, PA :
Plaintiff, : Docket No. 19 cv 8554 ()
:
- *Against* - :
APL CO. PTE LTD. and :
AMERICAN PRESIDENT LINES, LTD. :
Defendants. :
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Plaintiff, National Union Fire Insurance Company of Pittsburgh, PA, by and through its attorneys Hill Rivkins LLP, as and for its complaint against the above-named defendants alleges upon information and belief as follows:

PARTIES

1. At and during all times hereinafter mentioned, Plaintiff, National Union Fire Insurance Company of Pittsburgh, PA ("NUFIC") was and now is a corporation organized and existing by virtue of Pennsylvania law with an office and principal place of business at 175 Water Street, New York, New York 10038, and was the cargo insurer of the subject shipment. Pursuant to a policy of insurance, NUFIC paid its insured for the loss of and damage to the subject shipment and has become subrogated to its insured's rights, however those rights may appear.

2. At and during all material times hereinafter mentioned, defendant APL CO. PTE

LTD., was and now is a corporation or other business entity organized and existing by virtue of foreign law with an office and principal place of business at 9 North Buona Vista Drive #14-01 The Metropolis Tower 1, Singapore 138588 and was and now is engaged in business as a common carrier of goods for hire.

3. At and during all material times hereinafter mentioned, defendant American President Lines Ltd., was and now is a corporation or other business entity organized and existing by virtue of foreign law with an office and principal place of business at 9 North Buona Vista Drive #14-01 The Metropolis Tower 1, Singapore 138588 and was and now is engaged in business as a common carrier of goods for hire.

JURISDICTION

4. This Honorable Court has subject matter jurisdiction pursuant to 28 U.S.C. §1333 and this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Venue is proper in this District in accordance with the forum selection provisions of the applicable contract of carriage.

THE CLAIM

5. In or about August/September 2018, there was delivered to Defendants shipments of Kraft Bleached Wood Pulp in good order and condition and suitable in every respect for the intended transportation which Defendants received, accepted and agreed to transport for certain consideration from Savannah, Georgia to Callao, Peru pursuant to bills of lading APLU086774965 and APLU086774708.

5. Defendant failed to re-deliver the subject shipments in the same good order and condition as when they were received.

6. By reasons of the premises, Defendants breached and violated their duties and obligations as a common carrier and bailee of the cargo, were negligent and careless in their handling of the subject shipments and were otherwise at fault.

7. Plaintiff was the shipper, owner, consignee and/or insurer of the subject shipments and brings this action on its own behalf and on behalf of all parties who are or may become interested in the subject shipment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

8. Plaintiff has performed all duties and obligations on its part to be performed.

9. By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the total amount of \$250,000, plus interest, costs and attorneys' fees.

WHEREFORE, Plaintiffs pray:

1. That process in due form of law according to the practice of this Court may issue against the Defendants.
2. That if the Defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in this Complaint, with interest and costs.
3. That a decree may be entered in favor of Plaintiff against Defendants the amount of Plaintiff's damages, together with pre-judgment interest, costs and attorneys' fees.

4. Plaintiff further prays for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: New York, New York
September 13, 2019

HILL RIVKINS LLP
Attorneys for Plaintiff

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